S.B. Civil Writ Petition No. 1829/2005

Anil & Ors.
Vs.
Presiding Officer, Rent Control Tribunal, Jodhpur & Anr.

Date of Order :: 05.04.2005

HON'BLE MR. PRAKASH TATIA,J.

Mr. M.S. Rajpurohit, for the petitioners.

Heard learned counsel for the petitioner.

The petitioner is aggrieved against the order passed by the Rent Tribunal dated 25.3.2004 Annexure-10 and order passed by the Rent Appellate Tribunal, Jodhpur dated 9.11.2004 Annexure-12. The petitioner submitted petition under Section 9 A of the Rajasthan Rent Control Act, 2001 on the grounds that the petitioner served a notice upon the defendants on 22.5.2003 and informed them about the bank account particulars and, thereafter served another notice dated 21.8.2003 upon the defendant tenant and demanded rent from the defendant-non-petitioner-tenant. The defendant tenant did not pay the rent, therefore, he became defaulter.

The Rent Tribunal framed the issue whether the

defendant committed any default in payment of rent? The Rent Tribunal after appreciation of the evidence held that the defendant non-petitioner deposited the rent of Rs.7510/- in the bank account of the petitioners landlord on 10.09.2003 and that is deposit of rent within the permissible time limit from the notice dated 21.8.2003, therefore, the defendant has not committed any default in payment of rent. The appellate Court upheld the finding as recorded by the Rent Tribunal.

Learned counsel for the petitioner submitted that the defendant non-petitioner in his written statement denied receipt of both the notices dated 22.5.2003 and 21.8.2003, therefore, there could not arises any question of payment of rent by the defendant to the petitioners landlords. It is also submitted that courts below have not considered this aspect of the matter.

I considered the submissions of learned counsel for the petitioner and perused the written statement submitted by the defendant non-petitioner.

The defendant non-petitioner though denied receipt of any of the notices from the tenant but also pleaded in alternative that even if it is found that notice was served on 21.8.2003 upon the defendant-tenant,then the defendant has paid the rent on

10.09.2003 within 30 days from the date of notice. It is not even case of lack of pleading of defendant apart from the fact that the two courts below have found that tenant is not defaulter.

In view of the above pleadings and in view of the finding of fact recorded by the courts below, I do not find any illegality in the order of two courts below.

Hence, the writ petition is dismissed.

[Prakash Tatia],J.

Praveen